

U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement  
Pursuant to the Foreign Agents Registration Act of  
1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <https://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <https://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <https://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterintelligence and Export Control Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Marathon Strategies LLC	2. Registration No.  6289
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3. Name of Foreign Principal  KGL Investment Company K.S.C.C.
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Check Appropriate Box:

4.  The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5.  There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6.  The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

The amendment is to give notice of a change to Exhibit B previously filed with respect to KGL Investment Company K.S.C.C. Registrant has entered into supplemental written agreements with this Foreign Principal dated August 7, 2019.

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature<sup>1</sup>)

9.11.19



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<sup>1</sup> This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

FINAL

**ASSIGNMENT, ASSUMPTION & BILL OF SALE**

This Assignment, Assumption & Bill Of Sale (this "*Bill of Sale*") is entered into and made effective as of August 7, 2019 ("*Effective Date*"), by and among Marathon Strategies, LLC, a New York limited liability company ("*Seller*") and KGL Investment Company K.S.C.C., a Kuwaiti joint stock company ("*Buyer*"). Seller and Buyer are sometimes jointly referred to herein as the "*Parties*," and each of them is sometimes individually referred to herein as a "*Party*."

**RECITALS**

**WHEREAS**, Seller is a party to that certain Asset Purchase Agreement (the "*Purchase Agreement*"), dated of even date herewith, by and between Seller and Global Impact Services LLC ("*GIS*");

**WHEREAS**, pursuant to the Purchase Agreement, upon satisfaction of certain conditions, at the Closing (as such term is defined in the Purchase Agreement, the "*Closing*"), Seller will purchase from GIS the assets (the "*Assets*") described as that information and/or data formatted in electronic disc and/or drive format and further described on Exhibit A attached hereto; and

**WHEREAS**, upon the Closing, Seller desires to sell and assign to Buyer, and Buyer desires to purchase and assume from Seller, the Assets and all of the Seller's rights under the Purchase Agreement (collectively, the "*Purchased Assets*"), subject to the terms and conditions set forth, herein.

**NOW THEREFORE**, for and in consideration of the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer hereby agree as follows:

1. **Defined Terms; Recitals.** All capitalized terms used in this Agreement but not otherwise defined herein are given the meanings set forth in the Purchase Agreement. The foregoing Recitals are incorporated herein and made a part of this Bill of Sale.

2. **Conditions to Closing.** The obligations of each Party to consummate the transactions contemplated by this Bill of Sale are conditioned upon the occurrence of the Closing under the Purchase Agreement. The obligations of Seller to consummate the transactions contemplated by this Bill of Sale are conditioned upon Buyer's delivery of the Purchase Price pursuant to Section 5.

3. **Purchase and Sale of Assets.** Subject to the terms and conditions set forth herein, at the Closing, Seller shall sell, convey, transfer, assign, and deliver to Buyer, and Buyer shall purchase, accept, and acquire from Seller, all of Seller's rights, titles, and interests in and to the Purchased Assets.

4. **Assumption of Liabilities; Indemnification.** Subject to the terms and conditions set forth herein, at the Closing, Buyer shall assume and agrees to pay, perform, and discharge

when due any and all liabilities and obligations of Seller arising out of or relating to the Purchased Assets on or after the Closing Date (collectively, the "*Assumed Liabilities*"). From and after the Closing Date, Buyer shall defend, indemnify, and hold harmless Seller, its affiliates and their respective owners, governing persons, officers, employees, and agents from and against any and all Actions and Losses arising out of or relating to the Purchased Assets, except to the extent such Action or Loss is a result of a breach of this Bill of Sale by Seller. For purposes of this Agreement, the term "*Action*" means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, or investigation of any nature, whether civil, criminal, administrative, regulatory, or otherwise, and whether at law or in equity. For purposes of this Agreement, the term "*Loss*" or "*Losses*" means losses, damages, Liabilities, deficiencies, Actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers. For purposes of this Agreement, the term "*Liabilities*" or "*Liability*" means any duties, responsibilities, commitments, expenses, obligations, or liability (including indebtedness) in all cases of any kind or nature, whether known or unknown, asserted or unasserted, absolute or contingent, accrued or unaccrued, liquidated or unliquidated, or due or to become due.

5. Purchase Price. The aggregate purchase price for the Purchased Assets shall be \$1,050,000 (the "*Purchase Price*"). Within two (2) business days after the date hereof, Buyer shall remit two thirds (2/3) of the Purchase Price to Seller by check or wire transfer of immediately available funds to an account designated by Seller. Within two (2) business days after the Report (as defined in Exhibit A) is delivered to Buyer, Buyer shall pay the remainder of the Purchase Price to Seller by check or wire transfer of immediately available funds to an account designated by Seller. In the event this Bill of Sale is terminated pursuant to Section 6, Seller shall promptly return any amounts paid as Purchase Price to Buyer by check or wire transfer of immediately available funds to an account designated by Buyer and no other funds shall be owed to Seller under this Bill of Sale.

6. Termination. This Bill of Sale shall terminate immediately and without further action on the part of any Party if, prior to the Closing, the Purchase Agreement is terminated. In the event of termination of this Bill of Sale pursuant to this Section 6, this Bill of Sale shall forthwith become void and there shall be no liability on the part of any Party hereto except as provided in Sections 5 and 10.b.

7. Condition of Purchased Assets. EXCEPT AS PROVIDED IN SECTION 8(B), BUYER ACKNOWLEDGES THAT THE PURCHASED ASSETS ARE CONVEYED AND ASSIGNED ON AN "AS IS" AND "WHERE IS" BASIS WITH ALL FAULTS OR DEFECTS (KNOWN OR UNKNOWN, DISCOVERABLE OR UNDISCOVERABLE), WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED. SELLER EXPRESSLY DISCLAIMS AND NEGATES: (A) ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY OF MERCHANTABILITY; (B) ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; AND (C) ANY IMPLIED, EXPRESS, OR STATUTORY WARRANTY OF TITLE OR AGAINST INFRINGEMENT.

8. Representations and Warranties.

a. As of the Effective Date and the Closing Date, Buyer represents and warrants that: (a) Buyer is an entity duly organized, validly existing and in good standing under the laws of Kuwait; (b) Buyer has all requisite corporate power and authority to execute and deliver this Bill of Sale; and (c) the execution, delivery, and performance by Buyer of this Bill of Sale and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action.

b. As of the Effective Date and the Closing Date, Seller represents and warrants that: (a) Seller is an entity duly organized, validly existing and in good standing under the laws of the State of New York; (b) Seller has all requisite corporate power and authority to execute and deliver this Bill of Sale; (c) the execution, delivery, and performance by Seller of this Bill of Sale and the transactions contemplated hereby have been duly and validly authorized by all necessary corporate action; (d) the Purchase Agreement is binding on and enforceable by Seller; (e) Seller has not transferred, assigned or sole any of its rights in the Purchased Assets to any party other than Buyer, pursuant to this Bill of Sale; and (f) as of the Closing, Seller is not in breach or default under, in any material respect, the Purchase Agreement.

9. Use of Purchased Assets. The parties acknowledge that, prior to the Closing, subject to the terms of the Purchase Agreement, Buyer will be provided access to the Assets. Buyer agrees that, from the date hereof until the date on which the entire Purchase Price has been paid by Buyer, Buyer shall only provide access to the Assets to its employees, agents and representatives, and shall not use the Assets for the benefit of a third party or disclose the Assets to a third party for any reason.

10. Miscellaneous.

a. Neither Party may assign all or any portion of this Bill of Sale without the prior written consent of the other Party. Subject to the foregoing, this Bill of Sale shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns.

b. The terms of this Bill of Sale, the Purchased Assets, and any and all non-public information relating to the Purchased Assets shall constitute "***Confidential Information***." Buyer and Seller shall, and shall cause their representatives to, keep and hold the Confidential Information in strict confidence and, except as otherwise provided in this Agreement, not use for any purpose, nor directly or indirectly disclose, distribute, publish, disseminate or otherwise make available to any third party, any of the Confidential Information without the prior written consent of the other party hereto.

c. This Bill of Sale shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The headings in this Bill of Sale are for reference only and shall not affect the interpretation of this Bill of Sale.

d. If any term or provision of this Bill of Sale is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Bill of Sale.

e. This Bill of Sale constitutes the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersede all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter.

f. This Bill of Sale shall be governed and construed in accordance with the laws of the State of New York without regard to the legal requirements that would require the application of the law of any other jurisdiction.

g. Any unresolved controversy or claim arising out of or relating to this Agreement, except as otherwise provided in this Agreement, shall be submitted to private and confidential arbitration by one arbitrator mutually agreed upon by the Parties, and if no agreement can be reached within thirty (30) days after names of potential arbitrators have been proposed by the American Arbitration Association (the "AAA"), then by one arbitrator having reasonable experience in corporate transactions of the type provided for in this Agreement and who is chosen by the AAA. The arbitration shall take place in the Borough of Manhattan in New York City in accordance with the AAA rules then in effect, and judgment upon any award rendered in such arbitration will be binding and may be entered in any court having jurisdiction thereof. There shall be limited discovery prior to the arbitration hearing as follows: (a) exchange of witness lists and copies of documentary evidence and documents relating to or arising out of the issues to be arbitrated, (b) depositions of all party witnesses, and (c) such other depositions as may be allowed by the arbitrators upon a showing of good cause. The arbitrator will issue a written order, which written order, including any award, and all related documents and information regarding the proceeding, shall be deemed to be confidential information subject to the terms and conditions of Section 10.b.

h. This Bill of Sale may only be amended, modified, or supplemented by an agreement in writing signed by each Party hereto.

i. This Bill of Sale may be executed and delivered in counterparts, including delivery by facsimile, .pdf, or other form of electronic transmission, each of which shall be deemed an original, but all of which, taken together, shall be deemed to be one and the same agreement.

*[Signature Page Follows]*

**FINAL**

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed as of the Effective Date.

**SELLER:**

**MARATHON STRATEGIES, LLC**


By \_\_\_\_\_

Name:

Title:

**BUYER:**

**KGL INVESTMENT COMPANY K.S.C.C.**

By  \_\_\_\_\_

Name: Dr. Abdullah Akbar.

Title: Chairman.




**FINAL**

IN WITNESS WHEREOF, the Parties have caused this Bill of Sale to be executed as of the Effective Date.

**SELLER:**

**MARATHON STRATEGIES, LLC**

By  \_\_\_\_\_

Name: Phil Singer

Title: Managing Director

**BUYER:**

**KGL INVESTMENT COMPANY K.S.C.C.**

By \_\_\_\_\_

Name:

Title:



**EXHIBIT A**

**Description of the Assets**

1. Research and Communications Consulting.